

In re:  
Northern Holding, LLC  
Debtor

Case No. 20-13014-ES  
Chapter 7

## CERTIFICATE OF NOTICE

District/off: 0973-8  
Date Rcvd: Mar 04, 2022

User: admin  
Form ID: pdf042

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 06, 2022:

Recip ID	Recipient Name and Address
db	+ Northern Holding, LLC, 13217 Jamboree Rd #429, Tustin, CA 92782-9158

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 06, 2022

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 4, 2022 at the address(es) listed below:

Name	Email Address
D Edward Hays	on behalf of Trustee Richard A Marshack (TR) ehays@marshackhays.com ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
David Wood	on behalf of Interested Party Courtesy NEF dwood@marshackhays.com dwood@ecf.courtdrive.com;lbuchananmh@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
Elissa Miller	on behalf of Interested Party Bank Direct Capital Finance emiller@sulmeyerlaw.com emillersk@ecf.inforuptcy.com;ccaldwell@sulmeyerlaw.com
Elissa Miller	on behalf of Interested Party Elissa D. Miller emiller@sulmeyerlaw.com emillersk@ecf.inforuptcy.com;ccaldwell@sulmeyerlaw.com
Gerrick Warrington	

District/off: 0973-8

User: admin

Page 2 of 2

Date Rcvd: Mar 04, 2022

Form ID: pdf042

Total Noticed: 1

on behalf of Creditor Farm Credit West FLCA gwarrington@frandzel.com, sking@frandzel.com

Kari L Ley

on behalf of Respondent Joanne Russell Ley1238@att.net

Kari L Ley

on behalf of Respondent Erich Russell Ley1238@att.net

Kristine A Thagard

on behalf of Trustee Richard A Marshack (TR) kthagard@marshackhays.com  
kthagard@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Matthew D. Resnik

on behalf of Debtor Northern Holding LLC matt@rhmfirm.com,  
roksana@rhmfirm.com;rosario@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;priscilla@rhmfirm.com;pardis@rhmfirm.  
com;russ@rhmfirm.com;rebeca@rhmfirm.com;david@rhmfirm.com;sloan@rhmfirm.com

Michael J Gomez

on behalf of Creditor Farm Credit West FLCA mgomez@frandzel.com, dmoore@frandzel.com

Nancy S Goldenberg

on behalf of U.S. Trustee United States Trustee (SA) nancy.goldenberg@usdoj.gov

Paul F Ready

on behalf of Creditor Adler Belmont Group Inc. tamara@farmerandready.com

Reed S Waddell

on behalf of Creditor Farm Credit West FLCA rwaddell@frandzel.com, sking@frandzel.com

Richard A Marshack (TR)

pkraus@marshackhays.com rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com

Roksana D. Moradi-Brovia

on behalf of Debtor Northern Holding LLC roksana@rhmfirm.com,  
matt@rhmfirm.com;rosario@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;priscilla@rhmfirm.com;pardis@rhmfirm.co  
m;russ@rhmfirm.com;rebeca@rhmfirm.com;david@rhmfirm.com;sloan@rhmfirm.com

Steve Burnell

on behalf of Interested Party Request Courtesy NEF sburnell@sulmeyerlaw.com  
sburnell@ecf.courtdrive.com;sburnell@ecf.inforuptcy.com;mviramontes@sulmeyerlaw.com

Tinho Mang

on behalf of Interested Party Courtesy NEF tmang@marshackhays.com  
tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com

Tinho Mang

on behalf of Trustee Richard A Marshack (TR) tmang@marshackhays.com  
tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com

United States Trustee (SA)

ustpregion16.sa.ecf@usdoj.gov

Victor A Sahn

on behalf of Interested Party Riboli Paso Robles LLC vsahn@sulmeyerlaw.com,  
pdillamar@sulmeyerlaw.com;pdillamar@ecf.inforuptcy.com;vsahn@ecf.inforuptcy.com;cblair@sulmeyerlaw.com;cblair@ecf.inf  
oruptcy.com

Victor A Sahn

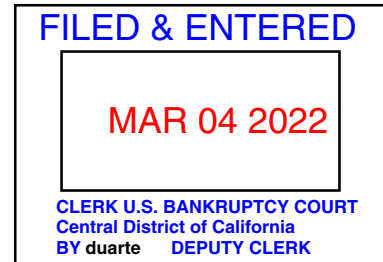
on behalf of Interested Party Request Courtesy NEF vsahn@sulmeyerlaw.com  
pdillamar@sulmeyerlaw.com;pdillamar@ecf.inforuptcy.com;vsahn@ecf.inforuptcy.com;cblair@sulmeyerlaw.com;cblair@ecf.inf  
oruptcy.com

William H Brownstein

on behalf of Interested Party William Brownstein Brownsteinlaw.bill@gmail.com

TOTAL: 22

1 KRISTINE A. THAGARD, #94401  
kthagard@marshackhays.com  
2 TINHO MANG, #322146  
tmang@marshackhays.com  
3 MARSHACK HAYS LLP  
870 Roosevelt  
4 Irvine, California 92620  
Telephone: (949) 333-7777  
5 Facsimile: (949) 333-7778  
6 Attorneys for Chapter 7 Trustee,  
RICHARD A. MARSHACK  
7



8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re  
11 NORTHERN HOLDING, LLC,  
12 Debtor.

Case No. 8:20-bk-13014-ES

Chapter 7

ORDER GRANTING CHAPTER 7  
TRUSTEE'S MOTION FOR ORDER (1)  
AUTHORIZING SALE OF REAL  
PROPERTY LOCATED AT 2380 LIVE  
OAK ROAD, PASO ROBLES, CA: (A)  
OUTSIDE THE ORDINARY COURSE OF  
BUSINESS; (B) FREE AND CLEAR OF  
LIENS, CLAIMS, AND  
ENCUMBRANCES; (C) SUBJECT TO  
OVERBID; (D) FOR DETERMINATION  
OF GOOD FAITH PURCHASER UNDER  
11 U.S.C. §363(M); AND (2)  
AUTHORIZING AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

▪ EXHIBIT ATTACHED  
(SIGNATURES PAGE)

Date: February 9, 2022<sup>1</sup>  
Time: 2:00 p.m.  
Ctm: 6C  
Location: United States Bankruptcy Court  
411 West Fourth Street  
Santa Ana, CA 92701-4593

27  
28 <sup>1</sup> Hearing Date specially set with permission.

1 On February 9, 2022, at 2:00 p.m., the Court held a hearing on the motion filed by Richard  
2 A. Marshack, the duly appointed and acting chapter 7 trustee (“Trustee”)<sup>2</sup> for the bankruptcy estate  
3 (“Estate”) of Northern Holding, LLC (“Debtor”), entitled “*Chapter 7 Trustee’s Motion for Order (1)*  
4 *Authorizing Sale of Real Property Located at 2380 Live Oak Road, Paso Robles, CA (A) Outside The*  
5 *Ordinary Course Of Business; (B) Free And Clear Of Liens and Encumbrances; (C) Subject to*  
6 *Overbids; and (D) For Determination of Good Faith Purchasers Under § 363(M; and (2)*  
7 *Authorizing Amendment to Purchase and Sale Agreement*” filed on January 19, 2022, as docket  
8 number 278 (“Motion”). Appearances were as noted on the record.

9 On October 20, 2021, as Dk. No. 238, the Court entered an order granting the Bid Procedure  
10 Motion. At the hearing on the Motion, the Court inquired if there were any overbidders. The Court  
11 hearing no overbids regarding the real property commonly known as 2380 Live Oak Road, Paso  
12 Robles, CA (“Live Oak Property” or “Property”) confirmed that Riboli Paso Robles, LLC (“Buyer”)  
13 was the successful bidder at the price of \$9,100,000.

14 The Property is legally described as follows:

15 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF  
16 SAN LUIS OBISPO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

17 PARCEL 1:

18 THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST,  
19 MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO,  
STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

20 PARCEL 1A:

21 AN EASEMENT FOR UTILITY PURPOSES BEGINNING AT LIVE OAK ROAD AND  
22 EXTENDING NORTH OVER THE EAST 10.00 FEET ON THE NORTHEAST 1/4 OF  
23 THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST,  
24 MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO,  
STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

25 PARCEL 1B:

26 AN EASEMENT TO PROVIDE INGRESS, EGRESS, PUBLIC UTILITIES AND  
27 INCIDENTAL PURPOSES TO THE SOUTHWEST 1/4 OF THE NORTHEAST ¼ AND

28 <sup>2</sup> All terms not otherwise defined herein are used as they are defined in the Motion.

1 THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12,  
2 TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
3 OVER, UNDER AND UPON A STRIP OF LAND 30.00 FEET WIDE LOCATED IN THE  
4 SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT  
DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF,  
AND LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED  
CENTERLINE:

5  
6 BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 12, SAID CORNER  
BEING SHOWN AS A 1/2 INCH REBAR CAPPED RCE 14994 IN BOOK 1 PAGE 159  
7 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE  
SOUTHEAST 1/4 OF SAID SECTION 12, SOUTH 89°29'51" WEST, 1,393.11 FEET,  
8 MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SAID SECTION 12 AND THE TRUE POINT OF BEGINNING;  
9 THENCE LEAVING SAID NORTHERLY LINE SOUTH 20°22'08" WEST, 701.76 FEET  
TO A POINT WHICH BEARS SOUTH 70°16' EAST, 17.00 FEET FROM THE CENTER  
10 OF A 48 INCH LIVE OAK TREE; THENCE SOUTH 10°30'20" WEST, 341.71 FEET TO  
A POINT WHICH BEARS SOUTH 79°29' EAST, 15.00 FEET FROM THE CENTER OF A  
11 CATTLE GUARD; THENCE SOUTH 79°29' EAST, TO THE CENTER OF LIVE OAK  
ROAD (COUNTY ROAD NO, M5262).  
12

13 THE SIDE LINES OF THE ABOVE MENTIONED 30.00 FOOT STRIP SHALL BE  
14 LENGTHENED AND SHORTENED TO MEET THE BEGINNING AND ENDING  
BOUNDARY LINES.

15 APN: 026-342-039

16  
17 Based on the evidence submitted in support of the Motion, the Court determines that the  
18 Property was subjected to a thorough and commercially reasonable marketing process, and  
19 \$9,100,000 represents a reasonable and fair market value for the purchase of the Property.

20 After consideration of the Motion, the declarations and exhibits in support of the Motion, the  
21 conditional opposition to the Motion filed by Farm Credit West, FCLA ("FCW"), and the arguments  
22 of counsel at the hearing, the Court finds that it has jurisdiction to enter this order, and finds good  
23 cause to grant the Motion for the reasons set forth in the Motion and on the record during the  
24 hearing. Based on the proof of service of the Motion, and the declaratory evidence attached to the  
25 Motion, the Court finds that service of the Motion and notice of the Motion was adequate and  
26 proper. The Court incorporates its findings of fact and conclusions of law filed as Docket No. 291  
and accordingly, the Court ORDERS as follows:

- 27  
28 1. The Motion is granted;

1           2.       No party other than FCW, which has conditionally consented to the sale, having  
2 appeared or presented any evidence to the contrary pursuant to 11 U.S.C. § 363(p)(2), the Live Oak  
3 Property is property of the Estate which may be sold and administered by Trustee;

4           3.       Trustee is authorized to sell the Live Oak Property pursuant to 11 U.S.C. § 363 and is  
5 further authorized to pay from escrow, pursuant to demands submitted to escrow, all liens and  
6 encumbrances to the extent provided for in the Motion, including specifically all charges and costs  
7 agreed by FCW to be paid in exchange for a release of the Live Oak Property as collateral from  
8 FCW DOT 1 (Recording No.<sup>3</sup> 2007-19418) and FCW DOT 2 (Recording No. 2009-5727), which  
9 liens shall be paid to the extent of the agreement between FCW and Trustee;

10          4.       Trustee is authorized to sign all documents necessary to consummate the sale and  
11 close escrow, including, but not limited to, the purchase and sale agreement, grant deed and escrow  
12 instructions, and any amendments;

13          5.       Trustee is authorized to make distributions from the sale of the Live Oak Property in  
14 accordance with the stipulated terms with FCW, including that:

- 15           a.       Trustee is authorized to pay all customary costs of sale;
- 16           b.       Trustee is authorized to pay all property taxes incurred on account of the Live  
17                      Oak Property out of escrow, to be divided between buyer and seller according  
18                      to the customary practices for the purchase of similarly situated real property;
- 19           c.       Trustee is authorized to pay a broker's commission equal to 1.75% of the sale  
20                      price out of escrow to Onyx;
- 21           d.       Trustee is authorized to pay a broker's commission equal to 1.75% of the sale  
22                      price out of escrow to Hilco;
- 23           e.       Trustee is authorized to receive the reduced compensation equal to 2.25% of  
24                      the purchase price out of escrow, to be held pending further order;
- 25           f.       Trustee is authorized to receive \$100,000 out of escrow and hold such amount  
26                      for the purpose of paying attorneys' fees;

27 \_\_\_\_\_  
28 <sup>3</sup> All recording numbers herein shall refer to documents recorded with the San Luis Obispo County  
Recorder's Office.

- 1 g. Trustee is authorized to receive \$6,770.78 out of escrow for the Estate as a  
2 reimbursement for insurance premiums advanced on behalf of the Estate,  
3 once the Trustee submits evidence satisfactory to FCW that this cost was paid  
4 for the Estate;
- 5 h. Trustee is authorized to receive \$15,000 out of escrow for the Estate as a  
6 further reserve for future insurance costs, and may return such funds (if  
7 unused) to FCW without further order of the Court;
- 8 i. Trustee is authorized to receive and hold \$30,000 out of escrow for the Estate  
9 as a miscellaneous contribution;
- 10 j. Trustee is authorized to receive \$12,000 out of escrow for the purpose of  
11 paying the fees and expenses of Lori Ensley, his field agent;
- 12 k. Pursuant to the Stipulation filed as Docket No. 284 and express consent by  
13 FCW, Trustee is further authorized to receive and hold \$6,000 for the purpose  
14 of paying attorneys' fees for the initial investigation into reducing property  
15 tax liabilities for the San Marcos Property, but such funds will be  
16 immediately disbursed by the Trustee to FCW should FCW foreclose on the  
17 Property, as set forth in the Stipulation; and
- 18 l. Trustee is authorized to disburse all remaining funds out of escrow to FCW on  
19 account of its secured claim, and may adjust and reduce in his business  
20 discretion any line item above to ensure that FCW receives no less than  
21 \$8,250,000 out of escrow;

22 6. The sale is in the best interest of the Estate, and the final bid price in the amount of  
23 \$9,100,000 is a fair market price for the Live Oak Property;

24 7. Satisfactory declaratory evidence having been provided to the Court of good faith and  
25 lack of collusion, Buyer is a good faith purchaser entitled to protection under 11 U.S.C. § 363(m);  
26  
27  
28

1           8.       Except as set forth below in paragraphs 9 through 12, the Property is sold free and  
2 clear of all liens, claims, and interests of any creditor which consents to the sale pursuant to 11  
3 U.S.C. § 363(f)(2);

4           9.       The Property is sold free and clear of FCW DOT 1 recorded as document no.  
5 2007-19418, pursuant to 11 U.S.C. § 363(f)(2), upon payment out of escrow to FCW in satisfaction  
6 of the agreed-upon provisions in Paragraph 5;

7           10.      The Property is sold free and clear of FCW DOT 2 recorded as document no.  
8 2009-5727, pursuant to 11 U.S.C. § 363(f), upon payment out of escrow to FCW in satisfaction of  
9 the agreed-upon provisions in Paragraph 5;

10          11.      The Property is sold free and clear of FCW DOT 3 recorded as document no.  
11 2010-11915, pursuant to 11 U.S.C. § 363(f), upon payment out of escrow to FCW in satisfaction of  
12 the agreed-upon provisions in Paragraph 5;

13          12.      The Property is sold free and clear of FCW Advance recorded as document no.  
14 2010-66312, pursuant to 11 U.S.C. § 363(f), upon payment out of escrow to FCW in satisfaction of  
15 the agreed-upon provisions in Paragraph 5;

16          13.      The Property is sold free and clear any interest of Erich Russell and Joanne Russell;

17          14.      The Property is sold free and clear of any interest of any non-Debtor third party  
18 arising from the Agreement To Purchase and Sell a Corporation and Real Estate, recorded as  
19 document no. 2020-61134;

20          15.      The Property is sold free and clear of any interest of any non-Debtor third party  
21 arising from the Assumption and Assignment Agreement, recorded as document no. 2020-61135;

22          16.      The Property is sold free and clear of any interest of any non-Debtor third party  
23 arising from the Assumption and Assignment Agreement, recorded as document no. 2020-61136;

24          17.      The Property is sold free and clear of any claim that the Property is subject to a trust  
25 or lien that might be created under the Perishable Agricultural Commodities Act, 1930, 7 U.S.C.  
26 §§ 499a, et seq. ("PACA");



1 18. The Property is sold free and clear of any claim that the Property is subject to a trust  
2 or lien that might be created under the Packers and Stockyards Act, 7 U.S.C. §§ 181 *et seq.*, or under  
3 similar state laws;

4 19. The Property is sold free and clear of any rights of any parties in possession of the  
5 Property;

6 20. Except for FCW, the Property is sold free and clear of any interest of any party  
7 receiving notice of the hearing who failed to present any evidence of the validity, priority, and extent  
8 of its claims or liens against the Property, including but not limited to LeRoy E. Coddington IV, Rabbit  
9 Ridge Wine Sales, Inc., and any affiliates, principals, employees, or subsidiaries of LeRoy E.  
10 Coddington IV or Rabbit Ridge Wine Sales, Inc.;

11 21. The Motion is granted and the Purchase and Sale Agreement and Escrow Instructions,  
12 including addendums and amendments attached to the Motion as **Exhibits “1” and “2”** are  
13 approved, and Trustee is authorized to execute the PSA, its exhibits and any further necessary  
14 amendments thereto;

15 22. The sale of the Property shall be “as-is” and “where-is” with all faults and without  
16 warranty, representation, or recourse whatsoever;

17 23. The 14-day stay regarding the effectiveness of the order is waived; and

18 24. This Court retains jurisdiction: (a) to interpret, enforce, and implement the terms and  
19 provisions of this sale; and (b) to resolve any disputes arising under or related to this order.

20 ###

21  
22  
23 Date: March 4, 2022



24 Erithe Smith  
25 United States Bankruptcy Judge  
26  
27  
28

1 SIGNATURE PAGE TO ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER  
2 (1) AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 2380 LIVE OAK ROAD,  
3 PASO ROBLES, CA: (A) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) FREE AND  
4 CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (C) SUBJECT TO OVERBID; (D) FOR  
5 DETERMINATION OF GOOD FAITH PURCHASER UNDER 11 U.S.C. §363(M); AND (2)  
6 AUTHORIZING AMENDMENT TO PURCHASE AND SALE AGREEMENT

7 APPROVED AS TO FORM:

8  
9 FRANDZEL ROBINS BLOOM & CSATO, L.C.

10   
11 \_\_\_\_\_  
12 MICHAEL J. GOMEZ  
13 REED S. WADDELL, Attorneys for  
14 FARM CREDIT WEST, FLCA

15 SULMEYER KUPETZ

16  
17 \_\_\_\_\_  
18 VICTOR A. SAHN  
19 STEVE BURNELL, Attorneys for  
20 RIBOLI PASO ROBLES, LLC


1 SIGNATURE PAGE TO ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER  
2 (1) AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 2380 LIVE OAK ROAD,  
3 PASO ROBLES, CA: (A) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) FREE AND  
4 CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (C) SUBJECT TO OVERBID; (D) FOR  
5 DETERMINATION OF GOOD FAITH PURCHASER UNDER 11 U.S.C. §363(M); AND (2)  
6 AUTHORIZING AMENDMENT TO PURCHASE AND SALE AGREEMENT

7 APPROVED AS TO FORM:

8  
9 FRANDZEL ROBINS BLOOM & CSATO, L.C.

10  
11  
12 MICHAEL J. GOMEZ  
13 REED S. WADDELL, Attorneys for  
14 FARM CREDIT WEST, FLCA

15 SULMEYER KUPETZ

16  
17   
18 VICTOR A. SAHN  
19 STEVE BURNELL, Attorneys for  
20 RIBOLI PASO ROBLES, LLC

1 SIGNATURE PAGE TO ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER  
2 (1) AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 2380 LIVE OAK ROAD,  
3 PASO ROBLES, CA: (A) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) FREE AND  
4 CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (C) SUBJECT TO OVERBID; (D) FOR  
5 DETERMINATION OF GOOD FAITH PURCHASER UNDER 11 U.S.C. §363(M); AND (2)  
6 AUTHORIZING AMENDMENT TO PURCHASE AND SALE AGREEMENT  
7

8 APPROVED AS TO FORM:  
9

10 FRANDZEL ROBINS BLOOM & CSATO, L.C.

11 *[See Attached Signature Page]*  
12

13 MICHAEL J. GOMEZ  
14 REED S. WADDELL, Attorneys for  
15 FARM CREDIT WEST, FLCA  
16

17 SULMEYER KUPETZ

18 *[See Attached Signature Page]*  
19

20 VICTOR A. SAHN  
21 STEVE BURNELL, Attorneys for  
22 RIBOLI PASO ROBLES, LLC  
23  
24  
25  
26  
27  
28